

EVENT T&CS

TERMS & CONDITIONS OF PARTICIPATION IN THE FOLLOWING EVENTS HELD IN 2019: LINCOLN TRIATHLON, NOTTINGHAM SPRINT TRIATHLON, SOUTHWELL TRIATHLON, WOODHALL SPA TRIATHLON, FUTURE OUTLAW, BIG SWIM NOTTINGHAM, ROBIN HOOD ADVENTURE CHALLENGE EVENTS (OFF ROAD DUATHLON, 2K KIDS FUN RUN, 5K TRAIL RUN AND 10K TRAIL RUN), HOLKHAM 10K AND HOLKHAM DASH

Participation in the Event(s) is subject to and conditional upon the following terms and conditions:

1. REQUIREMENTS

- 1.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in an Event (“Participant(s)”).
- 1.2 Participants entering the Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon or the Robin Hood Off Road Duathlon as an individual and not as part of a relay team must be at least 15 years old as at 31 December 2019 and therefore only persons born on or before 31 December 2004 will be able to take part.
- 1.3 Participants entering the Lincoln Triathlon, Southwell Triathlon or Woodhall Spa Triathlon as part of a relay team must be at least:
 - 1.3.1 9 years old as at 31 December 2019 to compete in the swimming element of the triathlon and therefore only persons born on or before 31 December 2010 will be able to take part;
 - 1.3.2 15 years old as at 31 December 2019 to compete in the cycling element of the triathlon and therefore only persons born on or before 31 December 2004 will be able to take part;
 - 1.3.3 13 years old as at 31 December 2019 to compete in the running element of the triathlon and therefore only persons born on or before 31 December 2006 will be able to take part.
- 1.4 Participants entering the Nottingham Triathlon as part of a relay team must be at least:
 - 1.4.1 11 years old as at 31 December 2019 to compete in the swimming element of the triathlon and therefore only persons born on or before 31 December 2008 will be able to take part;
 - 1.4.2 15 years old as at 31 December 2019 to compete in the cycling element of the triathlon and therefore only persons born on or before 31 December 2004 will be able to take part;
 - 1.4.3 13 years old as at 31 December 2019 to compete in the running element of the triathlon and therefore only persons born on or before 31 December 2006 will be able to take part.
- 1.5 Participants entering the Robin Hood Off Road Duathlon as part of a relay team must be at least:
 - 1.5.1 15 years old as at 31 December 2019 to compete in the cycling element of the duathlon and therefore only persons born on or before 31 December 2004 will be able to take part;
 - 1.5.2 13 years old as at 31 December 2019 to compete in the running element of the duathlon and therefore only persons born on or before 31 December 2006 will be able to take part.
- 1.6 Participants entering the Future Outlaw must be between 11 and 15 years old as at 31 December 2019 to take part.
- 1.7 Participants entering the Holkham 10k or the Robin Hood 10k trail run must be at least 15 years old as at the date of the Event.
- 1.8 Participants entering the Robin Hood 5k trail run must be at least 12 years old as at the date of the Event.
- 1.9 Participants entering the Holkham Dash or the Robin Hood 2k Kids Fun Run must be between 4 and 14 years old as at the date of the Event.
- 1.10 Participants entering the Big Swim Nottingham must be at least:
 - 1.10.1 12 years old as at 31 December 2019 to take part in the 1500m swim and therefore only persons born on or before 31 December 2007 will be able to take part in the 1500m swim;
 - 1.10.2 13 years old as at 31 December 2019 to take part in the 2.5k swim or the 5k swim and therefore only persons born on or before 31 December 2006 will be able to take part in the 2.5k or 5k swim.
- 1.11 Participants who are under 18 years old must be registered by a parent or legal guardian on their behalf. Parents or legal guardians registering on behalf of a Participant shall be deemed to have accepted these terms and conditions on the Participant’s behalf and further agree to take full responsibility for such Participant on the relevant Event Date.

One Step Beyond Promotions Limited,

Wright Vigar Limited, Britannia House Marshalls Yard, Beaumont Street, Gainsborough, Lincolnshire, DN21 2NA

Telephone Number: 01522 699950

Registered in England No: 04986926

2. ACCEPTANCE OF CONDITIONS

- 2.1 The Event organiser is One Step Beyond Promotions Limited (company number 04986926) whose registered address is Wright Vigar Limited, Britannia House Marshalls Yard, Beaumont Street, Gainsborough, Lincolnshire, DN21 2NA (“Organiser”).
- 2.2 The Participant shall be deemed to have accepted these terms and conditions and to have entered into a legally binding contract with the Organiser when he/she accepts the terms and conditions of participation by clicking the relevant field in the online registration form (“**Online Entry Form**”). For the avoidance of doubt, these terms and conditions shall apply to the following events held in 2019: Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw, Big Swim Nottingham, Robin Hood Adventure Challenge Events (Off Road Duathlon, 2k Kids Fun Run, 5k Trail Run and 10k Trail Run), Holkham 10k and Holkham Dash and any combination of these events in which a Participant enters (each an “**Event**” and together the “**Events**”).

3. PARTICIPATION

- 3.1 Entry into any Event is personal to the Participant. Subject to clause 8.5 and the provisions relating to relay teams, the Participant shall not enter an Event on behalf of any other person and may not transfer his/her entry or assign any of his/her rights or obligations under these terms and conditions, save in accordance with these terms and conditions and/or with the prior written consent of the Organiser. The Participant agrees that the entry is purchased for his/her personal use only and that it cannot be transferred, given away for free or used as part of any form of business or commercial activity (save as expressly authorised by the Organiser). In particular, the entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes. Transfer, donation, give away, resale or attempted resale is grounds for cancellation of entry without refund or other compensation.
- 3.2 The Participant acknowledges that each Event is physically strenuous and that he/she is aware of the associated medical and physical risks involved. By completing the Online Entry Form the Participant warrants to the Organiser that he/she is sufficiently fit and healthy to participate in the Event unaided and agrees to be solely responsible for his/her actions, and the Organiser, its officers, agents, employees, affiliates, sponsors or medical advisers shall not be responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused by the negligence of the Organiser or its officers, agents, employees, affiliates, sponsors or medical advisers).
- 3.3 The Organiser reserves the right to remove any Participant from any Event, either during or before it, due to ill health, or any other reason (at the Organiser’s discretion) that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in an Event if he/she is suffering from any injury or illness which may impair his/her performance and confirms that he/she will report any illness during the Event to the Event medical team immediately.
- 3.4 The Participant agrees to abide by all Event rules, regulations and instructions issued by or on behalf of the Organiser, any rules and regulations imposed by any venue and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the relevant Event including the relevant British Triathlon rules and regulations and doping rules and any road regulations, including but not limited to, the Highway Code and to abide by the relevant UK Athletics (UKA) rules and regulations and doping rules (in each case, as applicable). The Organiser is entitled to impose Event rules upon the Participant from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Organiser shall be considered final. The Participant will comply with all instructions and guidelines given by the Organiser and all Event staff, stewards, marshals and medical/safety personnel. The Participant understands that he/she will not be entitled to a refund of the fees if he/she is disqualified from the Event as a result of an infringement of these rules, regulations or instructions.
- 3.5 The Organiser shall be entitled at any point to refuse entry to any Event to any person and/or to refuse to allow any Participant to take part or continue to take part in any Event including, without limitation, if he/she has behaved in a manner which, in the reasonable opinion of the Organiser, has, or is likely to affect the safety of other Participants; or he/she uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or in the reasonable opinion of the Organiser he/she is acting under the influence of alcohol or drugs or fails when required to produce proof of identity or age.

4. RACE INFORMATION

- 4.1 All necessary race information pertaining to each Event is published on www.osbevents.com. It will not be posted to Participants in hard copy format, however, the Organiser will provide regular newsletters about each Event and inform Participants when new race information is available. Please note that details of each Event as published on the race specific entry form, race information or FAQ's are subject to change. Details of any alterations to the race information will be made available on www.osbevents.com no later than 5 days prior to the relevant Event date. It is the responsibility of the Participant to ensure they have accessed the relevant information relating to each Event.

5. PAYMENT

- 5.1 Each Participant is required to pay an entry fee (variable) for each Event they enter at point of entry or if a payment plan is available and selected, at the relevant dates specified. The Organiser only accepts payment by approved debit card or credit card – the terms and conditions relating to use of the online entry system are set out below.
- 5.2 If payment cannot be collected for any reason including, without limitation, due to insufficient funds, cover of account or revocation by the Participant (also at a later date), the Participant cannot participate in the Event and may be charged a withdrawal fee.
- 5.3 All entry fees are inclusive of VAT at the rate of 20% VAT. If an entry is accepted the fee is non-refundable other than as otherwise stated. The Participant may be entitled to a race credit as set out in clause 8.2 of these terms and conditions in the event of withdrawal.

6. EVENT REGISTRATION

- 6.1 The Participant must complete the appropriate registration process at the times and on the day(s) instructed by the Organiser.
- 6.2 Where the Event requires race and registration pack collection, each Participant will receive his/her race and registration pack upon the presentation of photo identification (e.g. passport, driving licence or BTF Licence) and email confirmation.
- 6.3 This clause 6.3 applies to all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon). All Participants must have a BTF race licence in order to take part in each Event. Participants that have a 2019 British Triathlon Federation Race Licence, must bring this with them. If a Participant has applied for a BTF Day Licence when entering, this will be issued to the Participant at registration. If for any reason, a Participant is unable to show a 2019 BTF Licence at registration, the Participant will be required to purchase one in order to be allowed to register. For those entering a relay Event, this applies to every member of the team.
- 6.4 This clause 6.4 applies to the Holkham 10k, Robinhood 10k Trail Run and Robinhood 5k Trail Run Events only. All Participants must have a UKA race licence in order to take part in each Event. If a Participant does not have a valid UKA race licence, he/she will be required to purchase one prior to the Event in order to take part in the Event.
- 6.5 If a Participant needs to change their details at any time, they can do so by emailing info@osbevents.com or by logging into their Active account (<https://myevents.active.com/osbevents>). Key information on a Participant's account can be updated up to two weeks before each Event, after this time no changes can be made due to creation of race and registration packs.

7. PARTICIPANT OBLIGATIONS

- 7.1 As a continuing condition of entry into, and participation in, each Event each Participant shall ensure that:
- 7.1.1 in respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon), safety approved cycle helmets conforming to British standards are worn at all times during the cycling element of these Events;
- 7.1.2 he/she does not start earlier than the official start time on the day of the Event. Failure to comply with this rule will result in disqualification;
- 7.1.3 in respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon), his/her bicycle is roadworthy for the Event;

- 7.1.4 in respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon) and the Big Swim Nottingham, he/she does not use a mobile phone whilst participating;
 - 7.1.5 in respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon) and the Big Swim Nottingham, he/she does not use a music player with headphones whilst participating. In respect of all other Events, the Participant may use a music player with bone conducting headphones whilst participating;
 - 7.1.6 he/she displays the official event numbers provided at registration in the manner indicated in the event information booklet;
 - 7.1.7 he/she does not deviate from the official signed route of the Event;
 - 7.1.8 in respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon) he/she must comply with the British Triathlon competition rules in force available at <https://www.britishtriathlon.org/competitionrules> and on request by emailing info@osbevents.com;
 - 7.1.9 in respect of the Holkham 10k and the Robin Hood Trail Runs (5k and 10k), he/she must comply with the UK Athletics competition rules in force available at <https://www.uka.org.uk/competitions/rules/> and on request by emailing info@osbevents.com.
 - 7.1.10 he/she must comply with the reasonable instructions of the Organiser and all Event staff, stewards, marshals and medical/safety personnel.
- 7.2 Should Participants breach the Participant Obligations, the Organiser reserves the right to (i) disqualify Participants from the Event, and (ii) exclude the Participant from participation in future events organised by the Organiser.

8. WITHDRAWALS AND TRANSFER OF ENTRY PLACES

- 8.1 The Participant acknowledges that places for each Event are limited and registrations for places have a direct impact on the organisation and logistics of the Event. Accordingly, the Participant may only withdraw from an Event or defer their entry as set in the following clauses:
- 8.2 A Participant may withdraw from an Event at any time by contacting info@osbevents.com or, alternatively, by post to The Events Office – Withdrawals (*insert name of Event*), OSB Events, 2 Pyke Road, Lincoln, LN6 3QS. Participants shall be entitled to receive a race credit where they withdraw on or prior to the relevant Event withdrawal date as set out below - the Organiser will send such Participants a code with details on how to redeem their race credit, including terms and conditions for the code. The code provided by the Organiser entitles Participants to a discount equal to the value of the race credit off the price of the entry fee of any one event organised by the Organiser. No race credit will be provided in the event of a withdrawal after the relevant Event withdrawal date. No refunds will be payable in the event of a withdrawal.

EVENT	EVENT DATE	WITHDRAWAL DATE	RACE CREDIT
Lincoln Triathlon	28 April 2019	12 April 2019	50% of original entry fee
Nottingham Sprint Triathlon	18 May 2019	3 May 2019	50% of original entry fee
Southwell Triathlon	2 June 2019	17 May 2019	50% of original entry fee
Woodhall Spa Triathlon	30 June 2019	14 June 2019	50% of original entry fee

Holkham 10K and Holkham Dash	6 July 2019	21 June 2019	50% of original entry fee
Future Outlaw	27 July 2019	12 July 2019	50% of original entry fee
Big Swim Nottingham	27 July 2019	12 July 2019	50% of original entry fee
Robin Hood Adventure Challenge Events (Off Road Duathlon, 2K Kids Fun Run, 5k Trail Run and 10k Trail Run)	2 November 2019	18 October 2019	50% of original entry fee

- 8.3 Subject to clause 8.5, Participants will not be able to transfer their entry to another person. Any Participant found to have transferred or attempting to transfer their entry to another person or any person found to have taken or attempting to take an entry from a Participant shall be barred from all future events organised by the Organiser.
- 8.4 In respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon), at any time up to and including the relevant Event withdrawal date (set out in clause 8.2 above), Participants may change their entry type from individual to relay. This may only be done via the online entry portal or by telephoning 01522 699950. A £10 processing fee will be charged for using this service alongside the additional cost of the entry type.
- 8.5 In respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon), relay teams may swap team members at any time up to and including the relevant Event withdrawal date. This may only be done by emailing info@osbevents.com with the details of the changes. The Organiser will cancel that member's registration, once this has been completed the team captain can invite another member through the Active account.

9. DEFERALS

Participants may not defer their entries to any of the Events under any circumstances.

10. CANCELLATION, ALTERATION AND TIMINGS OF EVENT

- 10.1 The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons outside of the Organiser's reasonable control or otherwise, without the Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as otherwise set out in these terms and conditions.
- 10.2 If an Event is cancelled because of circumstances beyond the reasonable control of the Organiser including, without limitation, war, civil or political unrest, transport disruptions, terrorism, including reasonable threat thereof, inclement weather conditions, death of a member of the royal family and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body, on advice of any security or police force and/or local authority consent or approval, or withdrawal of such consent or approval, ("**Force Majeure**") then, save as set out below, the Participant will not be entitled to any refund of the entry fee and compensation of other losses, such as travelling or accommodation expenses.
- 10.3 The Organiser reserves the right to change the date of any Event. In the event of such change of date of the Event, and if the Participant is unable to attend on the revised date, he/she has 7 days to inform the Organiser in writing from when the change in date is announced to receive a refund of his/her entry fee.
- 10.4 The Organiser reserves the right to alter the start time of any Event. In the event of a change of start time the Participant will be notified of the revised start time with as much notice as reasonably practicable. The Participant acknowledges that the Events may have an early start time and it is the Participant's responsibility to ensure that they arrive at the time allocated to them. No refund in full or in part shall be made for any change in start time for any Event provided the Event takes place on the specified date of the Event.

10.5 The Organiser reserves the right to amend any of the Event formats, including changing the course and the distance, at its sole discretion. If any Event format, course or distance, is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.

11. LIABILITY AND INSURANCE

11.1 Participation in any Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser and its affiliates from and for any liability, sum, costs, damages or expenses (including legal and professional fees) incurred by the Organiser and its affiliates in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in an Event or any part thereof (except where any such injury or death is caused by the negligence of the Organiser or any of its employees).

11.2 Under no circumstances shall the Organiser and its affiliates be liable to the Participant in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Entry Form) arising out of the Participant taking part in any Event or any other matter arising under these terms and conditions nor for an aggregate amount greater than the entry fee paid by the Participant.

11.3 Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:

11.3.1 for death or personal injury caused by the Organiser's negligence;

11.3.2 for fraud or fraudulent misrepresentation; or

11.3.3 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.

11.4 The Organiser will not be liable for any actions of any spectators or other third parties.

11.5 In respect of all triathlon and duathlon Events (Lincoln Triathlon, Nottingham Sprint Triathlon, Southwell Triathlon, Woodhall Spa Triathlon, Future Outlaw and the Robin Hood Off Road Duathlon), the Participant accepts that:

11.5.1 any mechanical support received on his/her bike from the Organiser, partners, Participants or other third parties is at his/her own discretion and the Participant will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury; and

11.5.2 should his/her bike be transferred in any vehicle during the Event, such as the sweep vehicle, he/she accepts it is placed and transferred in the vehicle at his/her own risk and the Organiser is not liable for any damage caused during this process.

11.6 Some of the food products given out on Event days may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts. It is the Participant's responsibility to check ingredients in such products and the Organiser shall not be held liable for any damage or injury caused by this (unless caused by the Organiser's negligence).

11.7 The Organiser will endeavour to provide an Event finish time for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

12. COLLECTION AND USE OF DATA

The Participant agrees and consents to the Organiser using his/her personal details provided in his/her Online Entry Form as set out in the Privacy Policy (<http://www.osbevents.com/privacy-policy/>).

13. COMMERCIAL PROVISIONS

13.1 The Organiser reserves the exclusive right and licence throughout the world (and Participant hereby grants the Organiser such exclusive right and licence) to interview and/or photograph and/or film the Participant at any Event (and before and after any Event as the Organiser may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony and so-called "3/4G" technologies, CD-ROM or DVDs) the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including times and results), in connection with the production, advertisement, marketing, promotion or sale of Event partner products and/or services

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and/or the promotion, marketing or advertisement of the Organiser and its events, or any Event partner at that time (Event partners are listed here and updated from time to time: <http://www.osbevents.com/>).

- 13.2 Participation in any of the Events does not confer any rights (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of any Event.
- 13.3 No Participant shall engage in any form of “ambush marketing” (ambush marketing is an activity by a party which utilises the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Events, nor conduct unauthorised promotions or other commercial activity.
- 13.4 Should a Participant not wish to be filmed or photographed at an Event, he/she should email info@osbevents.com, stating their name and bib number and the Organiser shall pass this information to the third party filming/photography providers. The Organiser cannot guarantee that any local or national media/news reports of a live event will not include a Participant’s name and/or image and the Organiser shall not be held responsible for any footage or images shown using a Participant’s image, unless the Organiser gave approval for such images to be used.

14. MISCELLANEOUS

- 14.1 These terms and conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to any of the Events. The Participant acknowledges and agrees that in submitting the Online Entry Form (and the documents referred to in it) he/she does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person) other than as expressly set out herein.
- 14.2 If any provision of these terms and conditions is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.
- 14.3 These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.